



WELCOME TO CST CAMPUS HOUSING

This package includes your rental agreement along with other important documents that you will need in the future. Please take some time to read this information so that you understand what is expected of you as a TENANT. This lease package contains the following:

- Residential Lease Agreement General Information**
- Landlord-Tenant Termination Rights**
- Financial Information**
- Rules and Regulations**
- Vacating Procedures**

**CLAREMONT SCHOOL OF THEOLOGY
RULES OF HOUSE**

GENERAL

The TENANT'S signature on the Lease binds him/her to all provisions of this contract.

The terms and conditions of occupancy are subject to change with thirty (30) days notice on the presentation of a written notice by the LANDLORD to each TENANT. The waiver of any breach of any of the provisions of this lease by LANDLORD shall not constitute a continuing waiver or any waiver of any subsequent breach by TENANT either of the same or another provision of this lease.

Claremont School of Theology offers housing for the purpose of providing comfortable, affordable, and convenient housing for students in CST degree programs. Other eligible people may rent if space is available after all CST students who want campus housing are accommodated.

Failure of the LANDLORD to enforce any of the terms contained herein, and/or rules and regulations provided for hereinafter, shall not be considered to be a waiver of such terms and conditions or rules and regulations, which continue in full force and effect.

LANDLORD-TENANT TERMINATION RIGHTS

- A. For due cause, subject to conditions, the occupant may terminate occupancy upon filing a written notice to vacate with the Housing Office not less than (30) days prior to the end of the lease term.
- B. The Management may terminate occupancy three (3) days following written notice delivered personally to the TENANT, affixed to the door of the room, or mailed to the premises, under the following conditions.
 - 1. The TENANT fails to pay rent, or any other agreed upon charges, or;
 - 2. The TENANT fails to comply with the Terms, Rules and Regulations as provided in this contract, or;
 - 3. The Management deems it necessary to close all or part of Campus Housing.
- C. Whenever occupancy is terminated, the management shall have the right of re-entry and re-possession of the premises, and to remove all people and/or property therefrom;
 - 1. On the date of termination, the TENANT must remove himself/herself and his/her property from the premises.
 - 2. The rooms, furniture, and other equipment owned by the LANDLORD shall be in good order, allowing for normal wear and tear.
 - 3. If the TENANT leaves his/her personal property in the room or apartment, or on the premises, after the termination of occupancy, then said property would be disposed of accordingly.

FINANCIAL

- A. Rental Agreement
 - 1. TENANT agrees to pay and LANDLORD agrees to accept rent in the sum set forth in the Rental Agreement, signed by the TENANT, payable in advance on the first day of each month to Claremont School of Theology.
 - 2. Charges for gas, electricity, water, sewage, and trash collection are included in the established rental charge beginning June 1st, 2015. Telephones, internet and television service may be installed in a room or apartment at the TENANT'S expense.
 - 3. In the event that the first day of the month falls on a public holiday or weekend, rent will be due the next business day immediately following the public holiday or weekend. Checks or money orders should be made payable to the Claremont School of Theology (CST) and designated as rent payment.
 - 4. Rental fees not paid by the third day of each month, excluding holidays and weekends, will be considered "past due" and subject to a penalty /late charge.
 - 5. A late charge of the lesser of 6% of the current rental amount or current outstanding balance shall be incurred if rent is not paid when due and is not received during the three-day grace period, excluding holidays and weekends. A late charge can be incurred for any outstanding balances including, but not limited to rent fees, utility fees, pet fees, maintenance fees, etc.
 - 6. Payments made by check that are returned by the bank due to insufficient funds will be considered as non-payment of rent incurring both the late charge and an additional charge of \$35.00 for each returned check.
 - 7. Rent payments that become three (3) days past due will result in the issuance of a "**Three Day Notice to Pay Rent or Quit**" which obligates the TENANT to pay all outstanding balances or surrender the premises;

8. Current rent schedules for each type of rental unit are available from the Campus Housing Office.
 9. Partial-month occupancy will be charged on a daily rate calculated by dividing the monthly rate by the number of days in the month if approved in advance by Claremont School Theology.
- B. Deposit and Refunds
1. Half of the security deposit amount is payable in advance to hold requested units as a Housing Reservation Fee. This fee is applied to the security deposit account at the time of move in. A security deposit may be used for cleaning and repairing damage upon occupancy.
 2. The cleaning and damage deposit is refundable within 21 days after termination of occupancy if all outstanding balances have been paid in full. Refunds will be made after determination of any damage, which may have occurred beyond the normal wear and tear of the equipment and/or furnishings.
 3. Rental charges continue until the keys are turned in to the Housing Office, the final utility bill has been paid, and a forwarding address has been provided.
 4. A \$20.00 fee will be assessed for all lost keys. A \$5 fee will be assessed for all lost laundry cards and any amount on the laundry card when lost will not be refunded.

RULES AND REGULATIONS

ACCESS BY LANDLORD: LANDLORD will give TENANT 24-hour notice of intent to access TENANT'S apartment by email or letter for non-emergency situations unless the LANDLORD has been summoned by a TENANT's work order request. LANDLORD is not required to give any notice for emergency access to any apartment.

AIR CONDITIONERS: Each TENANT is responsible for filing a work order for the cleaning of the air conditioner in his/her own apartment. All work orders for repair service must be made online at <http://www.cst.edu/housing/work-order/>. Only one air conditioner is allowed per apartment.

ALTERATIONS: The TENANT shall not make permanent alterations, redecorate or remove any portion of the building, exterior or interior, without the written consent of the Housing Office. The Management will perform on a scheduled program the painting of apartments. Should TENANT damage or depreciate the unit, the TENANT shall pay the full cost of restoring the premises to its prior condition. Locks may only be altered or replaced by the LANDLORD.

ANIMALS: NO animal or pets are permitted in CST Housing without the express approval of the Campus Housing Office. A non-refundable pet fee, current records of sterility and immunizations, and a signed Pet Agreement are required.

ANNUAL RENT INCREASE: CST Housing rental rates are subject to annual increase every June 1st. TENANTS will be provided written notice of the increase not less than sixty (60) days in advance.

ANTENNAS: The TENANT shall obtain written permission from the Housing Office before installing or causing to be installed any television, satellite dish, radio, stereo, or short-wave antennas to the building exterior.

APPLIANCES: Each apartment is supplied with a stove/oven and a refrigerator. Charges for replacement of refrigerator drawers, shelves, ice trays, or other items which is beyond the normal wear and tear will be absorbed by the TENANT. Upon approval from the Housing Office you may make a request to house an additional appliance with certain restrictions.

ASBESTOS DISCLOSURE: California Assembly Bill 3713 mandates that we notify all students and TENANTS who occupy College buildings of the presence of asbestos in the buildings. While asbestos may be present in the older apartments, it should be underscored that it is not in a location or form that present a danger to TENANTS who occupy these buildings. Please be assured that we are committed to maintaining a safe environment for all TENANTS.

BALCONIES/WALKWAYS/PATIOS: Public balconies must not be used as storage areas and must be free of clutter. Open flame and cooking is prohibited on any balcony/walkway/patio.

BICYCLES: All bikes must be parked at the bike racks located in the parking areas or under the covered stair areas or in the individual patio or balcony areas of the TENANT'S apartment. CST does not allow bicycles to be left in doorways, walkways, stairways, landings, attached to light posts or signs, or in any common areas. TENANTS are responsible and liable for bicycles owned by them and their children.

CHECK-IN & CHECK-OUT: Before checking in, the Housing Services Coordinator will make sure the apartment is clean. The TENANT will make an appointment with the Director of Housing to check-in to an apartment. Before checking out, each TENANT must fill out a Notice of Intent to Vacate Form or give written notice within thirty (30) days of the move-out date, and must make an appointment with the Director of Housing to schedule a check-out, at which time the TENANT will return all keys, laundry cards, provide a forwarding address, and pay all outstanding balances. The TENANT is responsible for returning all keys, laundry cards, and a forwarding address to the Housing Office during normal business hours.

CHILDREN: Parents are responsible for their children's actions and activities. Children must be accompanied and supervised at all times. Do not leave toys in the public areas.

CLEANING: Each TENANT assumes the responsibility for the cleaning of the apartment or room and shared areas, including private patio, balcony and/or yard, as well as corridors and walkways in front of their unit. Shared areas will be inspected when a TENANT moves out. If additional cleaning is required, the vacating TENANT will be charged for the cleaning costs.

COLLATERALIZATION OF STUDENT ACCOUNT: CST reserves the right, without waiver of other remedies, to attach a Student Account for the recovery of delinquent rent. Students whose rent is not paid in full may not be eligible to register or receive transcripts, grades, credential recommendations, career services or degrees. The Claremont Graduate Schools will be notified of amounts due for our Claremont College TENANTS.

COLLECTION: Past due rents or other amounts are subject to collection.

COMPLAINTS: Complaints on service or facilities are to be forwarded to the Housing Service Coordinator, Director of Campus Management or to the Director of Housing.

CREDIT REPORTING NOTICE: Pursuant to Civil Code §1785.26, each TENANT is hereby notified that a negative credit report may be submitted to credit reporting agencies for failures to pay in full or on time.

DRUG-FREE CAMPUS: Pursuant to federal law, each TENANT is hereby notified that the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on the entire CST campus, including campus housing. An abuse, or public display of a legally controlled substance such as alcohol, will constitute a breach of this contract.

EMERGENCIES: In case of fire or accidents, IMMEDIATELY DIAL 911. Notify your Resident Assistant(s) and Housing Services Coordinator as soon as possible after calling 911.

EMERGENCY PREPAREDNESS PROCEDURES: The CST Emergency Preparedness Procedures are to be left in the units for the next TENANT.

EQUIPMENT: Additional electrical equipment such as heaters, heat lamps, and air coolers should not be needed. Permission must be obtained from the Director of Campus Management for their use. Heavy equipment machinery, including laundry equipment and dishwasher, and the like are not permitted on the premises.

FIREARMS: Firearms are not permitted on campus.

FIRE HAZARD: TENANTS shall take every precaution to prevent fires and report all hazardous or potentially hazardous problems to the Resident Assistant.

FURNITURE: Some units are furnished with basic furniture for the use of the TENANT. CST will supply the furniture that is available in our storage area. No furniture may be removed from the premises without permission from the Housing Office. Under no circumstances is CST furniture to be placed outdoors. There will be fines imposed up to \$50.00 for each occurrence and will be applied to your rent account.

GARBAGE DISPOSALS: Some kitchen sinks have garbage disposals. TENANTS must familiarize themselves with the operation of this equipment. Do not put any bones, fruit pits, or fibrous materials such as banana skins, artichokes, celery or corncobs in garbage disposals. Allow cold water to run for full disposal time, then for one minute after disposal is shut off NEVER DISPOSE OF COFFEE GROUNDS OR GREASE IN ANY OF THE DRAINS. TENANTS are responsible for the costs of all repairs and replacements that are due to misuse or negligence.

GROUNDS: We ask the cooperation of all TENANTS in our efforts to maintain pleasant grounds. TENANTS can help by not littering. Please do not throw papers and other trash on the ground. If you see trash on the ground, please pick it up and place it in a trash container. TENANTS with animals are required to pick up and properly dispose of any and all waste.

GUESTS: No overnight guests may stay longer than (14) days without notifying the Director of Housing. The TENANT will be charged \$100.00 each month for each guest who stays longer than (14) days. Your guest is a guest of your unit and is not allowed to stay in a unit that has been vacated. Any violation will result in additional rental and cleaning charges to the TENANT and may constitute breach of this contract. Guests who stay longer than 14 days are to be considered a CO-LESSEE and the TENANT will be assessed an additional \$100 fee per month until the end of the lease term for the addition of a tenant.

HOLD HARMLESS: TENANT shall indemnify and hold LANDLORD and the property of LANDLORD, including said premises and the buildings, free and harmless from any and all liability, claims loss, damages, or expenses, including counsel fees and costs, arising by reason of the death or injury of any person, including TENANT or any person or agent of TENANT, or by reason of damage or destruction of any property, including property owned by TENANT or by any person who is an employee or agent of TENANT, caused or allegedly caused by some condition of said premises or the building, the fault of TENANT, or some act of omission, whether negligent or intentional, on said premises of TENANT or any person in, on, or about said premises as a guest, Licensee, or invitee of TENANT.

INSURANCE: Your Lease Agreement with Claremont School of Theology does not provide insurance for any of your personal property. If you wish to insure personal belongings you should consider purchasing a "Renter's Insurance Policy." This type of policy will protect the contents of your apartment against theft, fire, etc.

INTERNET ACCESS: Wireless internet access is available in most apartments but service is provided as a courtesy from the School. CST does not guarantee internet access or availability at any time as a term of the lease agreement. Due to the physical layout of the buildings, the construction of the buildings, and the number of computers connected to the service at any given time, signals may be weak. TENANTS, therefore, may choose to subscribe to private internet service through Verizon. The illegal downloading of music, movies, and other copyrighted material is expressly forbidden and may be punishable by civil and criminal penalties.

KEYS FOR UNITS: Keys are secured from the Director of Campus Housing and must be returned immediately upon termination of occupancy. If a key is lost, or not returned to Housing Office upon vacancy of said unit, a replacement fee of \$20.00 will be deducted from your security deposit for the replacement value of **each** key. Lost laundry cards will result in a \$5.00 fee assessment and any amount remaining on the lost laundry card will not be refunded. If a TENANT locks himself/herself out, the Resident Assistants can unlock the door. If your Resident Assistant is not available, the back up Resident Assistant may be able to unlock your door. Keys are NOT to be duplicated.

LAUNDRY: The combined laundry-dryer room in each building is for the use of the TENANTS of that building only. Laundry equipment instructions are posted in each laundry room. Laundry is not to be hung in the patio area, on trees or on the balconies. Each TENANT is responsible for cleaning after his/her use of the laundry room. No laundry machines are allowed in the rental units. LANDLORD is not responsible for damage to clothes caused by the laundry equipment.

LEAD-BASED PAINT DISCLOSURE: Some of the CST apartments were constructed prior to the 1978 ban on the use of lead based paint. Lead from paint, paint chips and dust can pose health hazards to young children and pregnant women, if not managed properly. CST has no knowledge of any lead-based paint used in the apartments. CST also has no knowledge of reports or records pertaining to lead-based paint and/or lead-based paint hazards in the apartments. For more information, the United States Environmental Protection Agency has published a pamphlet, www.epa.gov/lead/pubs/leadpdf.pdf

LIGHT BULBS: Light bulbs will be in place upon occupancy, however, it is the responsibility of the TENANT to replace light bulbs. Upon vacating, all light bulbs must be in place and working. The Maintenance Department will only replace the fluorescent ceiling lights in North Housing. TENANT will be charged for replacement of light bulbs by the maintenance department in his/her apartment.

MAILBOX KEYS: Mailbox keys are issued upon move-in. If a key is lost, or not returned to the Campus Housing Office upon vacancy of said unit, a replacement fee of \$20.00 will be charged for **each** key.

MEALS: Cooking and preparation of meals is permitted only in kitchen areas and in CST-provided barbecue areas. Personal barbecue grills are not to be used in apartments or on balconies.

NOISE: TENANTS will refrain from making excessive noise (including but not limited to televisions, stereos, radios, and loud talking) especially between **10:00 p.m. and 6:00 a.m.**

OCCUPANCY: Apartments may not exceed the maximum occupancy limits per apartment size. These limits are: 1 person per studio apartment; 3 people per 1 bedroom apartment; 4 people per 2 bedroom/1 bathroom apartment; 6 people per 2 bedroom/2 kitchen/2 bathroom; and 6 people per 3 bedroom/2 bathroom apartment.

OPEN FLAME: Candles, torches, lighters, butane burners, and any open flame devices are prohibited in all School residential buildings. Open flame devices carry with them the risk of unintentional fire and serious consequences when not used appropriately

PARKING: TENANTS are provided parking lots in which to park. No inoperable vehicle may be parked on the CST campus. Handicapped parking fines will be imposed at \$50.00 for each occurrence. Do not park in designated fire lanes.

PATIOS: TENANTS must keep patios free of clutter. Indoor furniture may not be kept on patio areas (see balconies/walkways/patios).

PEST CONTROL: Complete a work order if you have a pest problem. Pest control service may require TENANTS to temporarily vacate their apartments. For pest problems that are beyond the TENANTS' control, rents will be pro-rated for the period of temporary vacancy. TENANTS are required to maintain their units and the common areas, such as the trash areas, in conditions that discourage pests. TENANTS may be charged for pest control due to their negligence. TENANT shall comply with the LANDLORD'S instructions for pest control to ensure the health and safety of all parties. In addition, LANDLORD may subscribe to regular pest control services for the grounds and the public areas.

PICTURES: There will be a charge for abnormal wear and tear due to wall decorations.

PREMISES: The premises shall not be used in any unlawful manner or in any hazardous way. The premises shall conform to any and all laws; ordinances, rules, regulations and requirements that govern said premises.

QUIET ENJOYMENT: TENANT shall be entitled to "quiet enjoyment" of the premises. TENANT shall not annoy, harass, endanger, or inconvenience any other TENANT. TENANT shall not commit any act that might disturb the "quiet enjoyment" of any other TENANT. TENANT shall at all times be responsible for the conduct of his/her guests, invitees, or licensees while they are on the premises or in or about the buildings. Violation by TENANT of this paragraph or violation by others authorized to occupy the unit shall be sufficient cause for termination of this Lease by LANDLORD.

RECYCLING: The Community Services Department of the City of Claremont sponsors an excellent recycling program. All CST Housing TENANTS are encouraged to participate in this environmentally protective enterprise. The Claremont Community Services Department will answer questions at (909) 399-5431.

- The following items **should be** placed in your recycling container:
 - aluminum cans, metal -glass (brown, green or clear in color)
 - newspaper (scrap value will increase if placed in a bag)
 - cardboard (including paper milk carton, aseptic juice boxes)
 - styrofoam (packing peanuts should be contained in a separate bag)
 - mixed paper (photocopier/colored paper, junk mail, catalogs, envelopes, and computer paper)
 - some plastics (any plastic with a 1-7 rating on the bottom the container:
- The following items **should not** be placed in your recycling container:
 - liquids, dirt, food, ceramics, clothing
 - yard waste (grass clippings, leaves and shrubbery)
 - non-recyclable plastics such as PVC pipe, plastic kitchen utensils
 - wax paper, napkins, paper towels, and facial tissues/paper
 - scrap metal such as engine parts and recreation equipment

REPAIRS: If you need repairs or service work, please file an online work order by visiting <http://www.cst.edu/housing/work-order/>.

ROOMMATES: If one or more roommates decide to vacate, the remaining TENANT(S) are responsible for the total monthly rent of that particular apartment or will be required to vacate the apartment.

SHOWER CURTAINS: A basic shower curtain rod is provided. The TENANT is responsible for providing a shower curtain.

SIGNS: No signs or banners shall be displayed on any exterior wall or building without express written permission of the Housing Office.

SMOKE DETECTORS: Units are equipped with a smoke detector. TENANTS should file a work order for battery replacement and to see that the smoke detector is in working condition. Malfunctioning detectors should be reported immediately by completing a work order. TENANTS will not be charged for smoke detectors that fail through no fault of the TENANT. TENANTS will be charged for missing smoke detectors. It is a criminal offense to disconnect or to tamper with a smoke detector.

SMOKING: Effective August 1, 2015, smoking will be restricted to three designated smoking areas on campus (one in North Housing, one in West Housing, and one in a public area on campus to be determined). Effective June 1, 2016, smoking will be prohibited anywhere on CST's campus. This includes, but is not limited to: the interior of all CST owned buildings; all outside property and grounds of CST; and all residential facilities owned and operated by CST. This policy applies to all faculty, staff, students, visitors and contractors.

For the purposes of this policy, smoking means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product including cigarettes, cigars, pipe tobacco, e-cigarettes, hookahs, and any other lit tobacco products. For the purposes of this policy, tobacco products means all forms of tobacco, including but not limited to, cigarettes, cigars, pipes, e-cigarettes, smokeless tobacco, snuff, chewing tobacco and any non-FDA approved delivery device or product.

Exceptions will be made for Native American ceremonial smoking, as protected under federal law. TENANT must notify the CST administration of the ceremony and coordinate with the CST administration so as not to disturb other tenants or set off the fire suppression ceremony during the ceremony.

STORAGE: Limited storage space may be available per the pre-authorization of the Vice President for Campus Management. The LANDLORD assumes no responsibility for the articles stored therein. The LANDLORD will dispose of property left in storage one month beyond termination of occupancy.

STOVES: Stoves must be kept clean to prevent fire hazards and to operate efficiently. TENANTS violating this rule must absorb any costs for cleaning or damage resulting from misuse.

SUBLETTING/SUMMER RENTALS: TENANT may not sublet the unit without the LANDLORD'S pre-authorization.

TELEPHONE: Each TENANT is responsible for all telephone charges, including installation or termination of service.

TOILETS: Units are equipped with low-flow toilets for water conservation. It is very important that you know how to correctly use your toilet to avoid any problems. We also recommend you own a plunger. These items should **NEVER** be put down the toilet:

- Feminine products, condoms, sanitary wipes
- Kleenex tissue, paper towels
- Q-Tip swabs/cotton balls
- Dental floss, string

If any of the above items are found to have damaged the toilet, or caused it to be clogged, the TENANT will be charged for its repair or replacement.

TRAILERS: No house, camping, cargo, or other type of trailer shall be parked on any part of this facility, including the parking lots.

TRASH: Each and every TENANT is responsible for keeping the trash area clean at all times. No furniture, including mattresses, may be disposed of at the dumpster sites. CST complies with the City of Claremont ordinance stating that no large items are to be placed in the dumpsters. The TENANTS are responsible disposing of large items at their own expense. Trash is not to be placed in public walkways.

USE OF THE PREMISES: The premises are to be used only as private residence. TENANT shall comply with all statutes, ordinances, and requirements of any governmental agencies having jurisdiction over the premises pertaining to the use of the premises and shall not allow any waste or nuisance to be permitted on the premises or in the buildings.

UTILITIES: TENANT shall pay for all utilities and/or services supplied to the premises to be directly billed to the TENANT by YES Energy Management,, an external, third-party utilities billing service, or another entity designated by the LANDLORD, accrued up until May 31st.. TENANT will be subject to the late fee charges for all outstanding utility balances. Utility late fees are billed by and to be paid to Claremont School of Theology. Utilities will be included in the monthly rent beginning June 1st, 2015.

VEHICLES: TENANTS are subject to all State, City, and Claremont College traffic laws, rules, and regulations. Permits must be obtained through the Claremont Police Department for overnight parking on the city streets. No vehicle repairs, storage, or washing are allowed on the premises. Non-operating vehicles must not be left anywhere on the CST campus.

WATERBEDS: Waterbeds and flotation mattresses are not permitted unless TENANT has purchased and maintain waterbed insurance for \$100,000.00.

WATER: Absolutely no puncturing of the water line is allowed. TENANTS will be charged for pipe repair and water damage.

WORK ORDERS: Each TENANT is responsible for filing a work order for maintenance in his/her own apartment. All work orders for repair service must be made online at <http://csthelphdesk.freshdesk.com/support/home>. No prior notice is required to enter your unit when the TENANT makes a request for maintenance and elects to allow entry.

VACATING PROCEDURES

A. NOTIFICATION

1. Write to the Campus Housing Office to inform LANDLORD of your planned departure date. A minimum 30-day notice is required in order to receive a refund of your security deposit.
2. Upon request, the Campus Housing Office will provide you with a detailed list of things to do before you move out.
3. TENANT should clean the apartment and return it, as near as possible, to its original condition, subject to normal wear and tear, prior to inspection by the Director of Campus Management.

B. INSPECTION

In order to receive a full refund of your security deposit you will need to comply with the following checkout procedures:

1. Review and sign the inspection check-list at time of move-in.
2. Return the keys, laundry cards to the Campus Housing Office during normal business hours.
3. Provide the Campus Housing Office with a forwarding mail address.

C. CHARGES

1. Charges will be made for repairs and replacements that are beyond normal wear and tear.
2. The Business Office will mail the balance of your security/cleaning deposit to your forwarding address.
3. Refunds cannot be made immediately, the entire procedure may require up to a month.
4. Rents will continue to be charged until all keys are turned in to the Housing Office.
5. Occupancy beyond the end of the month will be charged on a pro rata basis.